

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

NANCY WALSH,)	
)	
PLAINTIFF,)	
)	
vs.)	CASE NO. 08 C 50085
)	
ROCKFORD ANESTHESIOLOGISTS)	
ASSOCIATED, LLC,)	
)	
DEFENDANT.)	

ANSWER

Defendant, ROCKFORD ANESTHESIOLOGISTS ASSOCIATED, LLC, by its attorneys,
Reno & Zahm LLP, submits its Answer to Plaintiff's Complaint as follows:

COUNT I - FAMILY MEDICAL LEAVE ACT

1. Defendant admits the allegations in Paragraph 1 of Count I of Plaintiff's Complaint.
2. Defendant admits the allegations in Paragraph 2 of Count I of Plaintiff's Complaint.
3. Defendant admits the allegations in Paragraph 3 of Count I of Plaintiff's Complaint.
4. Defendant admits the allegations in Paragraph 4 of Count I of Plaintiff's Complaint.
5. Defendant admits the allegations in Paragraph 5 of Count I of Plaintiff's Complaint.
6. Defendant admits the allegations in Paragraph 6 of Count I of Plaintiff's Complaint.
7. Defendant admits that Plaintiff was employed for at least twelve (12) months prior to her resignation, but denies the remaining allegations in Paragraph 7 of Count I of Plaintiff's Complaint.

8. Defendant denies the allegations in Paragraph 8 of Count I of Plaintiff's Complaint as Plaintiff was not employed for at least 1,250 hours of service with Defendant for the twelve (12) month period prior to her resignation.

9. Defendant admits the allegations in Paragraph 9 of Count I of Plaintiff's Complaint.

10. Defendant denies the allegations in Paragraph 10 of Count I of Plaintiff's Complaint.

11. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of Count I of Plaintiff's Complaint.

12. Defendant admits the allegations in Paragraph 12 of Count I of Plaintiff's Complaint.

13. Defendant admits that on or about August 12, 2007, Plaintiff submitted a written request for FMLA leave, but denies the remaining allegations in Paragraph 13 of Count I of Plaintiff's Complaint.

14. Defendant denies the allegations in Paragraph 14 of Count I of Plaintiff's Complaint.

15. Defendant denies the allegations in Paragraph 15 of Count I of Plaintiff's Complaint.

16. Defendant denies the allegations in Paragraph 16 of Count I of Plaintiff's Complaint.

17. Defendant denies the allegations in Paragraph 17 of Count I of Plaintiff's Complaint.

WHEREFORE, Defendant requests that this Court enter judgment in its favor as to Count I and award it costs of suit, plus such other and further relief as deemed appropriate by the Court.

COUNT II - BREACH OF CONTRACT

The Defendant does not answer the allegations contained in Count II - Breach of Contract as that cause of action is the subject of a Motion to Dismiss contemporaneously herewith filed by Defendant.

COUNT III - CIVIL EXTORTION

The Defendant does not answer the allegations contained in Count III - Civil Extortion as that cause of action is the subject of a Motion to Dismiss contemporaneously herewith filed by Defendant.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff was not an eligible employee as defined under the Family Medical Leave Act, 29 U.S.C. 2611(2).
3. Plaintiff's breach of contract claim is preempted by the Employer Retirement Income Security Act, 29 U.S.C. 1001, et. seq.

Dated this 10th day of June, 2008.

ROCKFORD ANESTHESIOLOGISTS
ASSOCIATED, LLC, Defendant

By: Reno & Zahm LLP

By: /s/ Craig P. Thomas
One of its attorneys

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the foregoing was served upon:

Glenn R. Gaffney
Justin R. Gaffney
Gaffney & Gaffney
1771 Bloomingdale Road
Glendale Heights, IL 60139

by operation of the Court's electronic filing system as well as by enclosing the same in an envelope addressed to the above, with postage fully prepaid, and by depositing said envelope in a United States Post Office Mail Box in Rockford, Illinois on June 10, 2008.

/s/ Craig P. Thomas

Craig P. Thomas (#06202015)
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